

Project No: 3408
Project Name: Sports Center Pool Repairs

**AMENDMENT No. 1 TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 3rd day of March, 2015, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and BFGC Architects Planners, Inc. a California Corporation DBA IBI Group Architecture Planning (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an agreement for professional Engineering services for Sports Center Pool Repairs Project No. 3408 on August 5, 2014 in the amount of Seventy Six Thousand Dollars (\$76,000) ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement to increase the compensation for additional professional engineering services.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The Agreement is amended to include the additional scope of services set forth in Exhibit "**A-1**", which is attached hereto and incorporated by reference herein.
2. The Agreement is amended to include the additional compensation set forth in Exhibit "**B-1**", which is attached hereto and incorporated by reference herein.
3. Section 2 of the Agreement entitled "Compensation" is amended in its entirety to read as follows:

"COMPENSATION. City hereby agrees to pay Consultant a guaranteed maximum price not to exceed one hundred fifty one thousand one hundred fifteen dollars (\$151,115.00) for all services to be performed including reimbursable costs and contingency incurred under this Agreement. Consultant shall not proceed with any work to be billed toward the contingency without written approval by the City. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required

hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B and Exhibit B-1. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement."

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated August 5, 2014, between **IBI Group Architects Planners** and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, City Manager

Name, Title

APPROVED AS CONTENT:

Corporate Entity Number:

C1398379

Steven Machida, Acting Public Works Director/
City Engineer

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

EXHIBIT A-1

ADDITIONAL SCOPE OF WORK

SPORTS CENTER POOL REPAIRS

General:

The original Agreement included the repair and resurfacing of the three swimming pools located at the Milpitas Sportscenter. However, during the field investigation and evaluation it was determined that additional work to replace other items is needed. It was recommended that one older ADA chair lift that has been problematic be replaced, and that the City remove and replace the entire concrete pool deck including the pool system plumbing and lighting conduits under deck. The concrete pool deck is original to the facility and is in poor condition. The pool system piping and conduits are also original to the facility and are under the pool deck in an unknown location. These facilities are suspected to be in poor condition due to recent system failures and repairs and since they have exceeded their useful service life. Additional work would also include the replacement of non-operational pool lighting with energy efficient LED systems, and the removal of the empty wading pool that is no longer in use, and is required to satisfy Health Department requirements. Installation of outdoor showers and shade structures has also been included. This additional work will be included in Tasks 2-7 of the Agreement.

Summary of additional work scope items that are included in this amendment:

- Replacement of one ADA lift.
- Removal and replacement of the under deck pool piping.
- Replacement of concrete pool deck and pool system plumbing.
- Replacement of pool lighting to energy efficient LED lighting, including new conduit.
- Removal of the existing wading pool and replacement with concrete patio.
- Installation of outdoor showers
- Installation of shade structures.

Task 2: Condition Assessment, Field and Document Investigation for Design

1. Perform additional survey work for the replacement of the pool deck and under deck piping, to address ADA path of travel requirements, and to locate new shade structures.
 - a. CONSULTANT to perform:
 - i. Field survey for
 1. Size and location of new improvements/structures
 2. Size and location of existing improvements/structures
 3. All hardscape, as required.
 4. Any other information that is necessary to design the improvements.

- ii. Preparation of additional As- built CADD drawings not provided by the City must be approved in writing prior to proceeding with the work.

Deliverable:

- Complete Survey Report.
- Survey drawings.

2. CONSULTANT shall, with the CITY'S input develop a project schedule for the Design and Construction phases based on the added work scope. The CITY wishes to put the project out to bid for construction in **September 2015, with construction to be completed prior to April 2016.**

Deliverable:

- Updated project schedule for design and construction phases that includes the added work scope.

Task 3: Final Design

Additional work to include replacement of under deck pool piping, lighting conduits, and concrete pool deck, replacement of pool lighting with new LED lights, removal of the wading pool, replacement of ADA lift at yard pool, and the installation of outdoor showers and shade structures, in the project plans specifications and estimate.

Deliverable: Deliverables remain the same as those in the original Agreement.

Task 4: Quality Control/Quality Assurance (QC/QA):

Additional work to provide quality control and quality assurance for the added work scope.

Deliverable: Deliverables remain the same as those in the original Agreement.

Task 5: Bidding Support Services:

Additional work to provide bidding support services for the added work scope.

Deliverable: Deliverables remain the same as those in the original Agreement.

Task 6: Construction Administration Support:

Additional work to provide construction administration support for the added work scope.

Deliverable: Deliverables remain the same as those in the original Agreement.

Task 7: Record Documents and Project Closeout

Additional work to provide record documents and project closeout for the added work scope.

Deliverable: Deliverables remain the same as those in the original Agreement.

